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EMPAWA AFRICA MUSIC SERVICES
LIMITED and EZEANI CHIDERA
GODFREY p/k/a DERA

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

EMPAWA AFRICA MUSIC
SERVICES LIMITED; AND EZEANI
CHIDERA GODFREY p/k/a DERA,

Plaintiffs.

V.

BENITO ANTONIO MARTINEZ
OCASIO p/k/a BAD BUNNY;
ORCHARD ENTERPRISES NY, INC.;
ORCHARD ENTERPRISES LLC;
RIMAS ENTERTAINMENT LLC;
RSM PUBLISHING LLC; ROBERTO
JOSE ROSADO TORRES, JR. p/k/a LA
PACIENCIA; CREATIVE PARK
PUBLISHING; MARCO DANIEL
BORRERO p/k/a MAG; UNIVERSAL
MUSIC CORP.; SONGS OF
UNIVERSAL, INC.; SPOTIFY USA
INC.; WARNER-TAMERLANE
PUBLISHING CORP.; APPLE INC.
d/b/a APPLE MUSIC; and DOES 1
through 10, inclusive.

Defendants.

Case No. 2:25-cv-03944

COMPLAINT FOR COPYRIGHT INFRINGEMENT

DEMAND FOR JURY TRIAL

1 Plaintiffs EMPAWA AFRICA MUSIC SERVICES LIMITED (“Empawa”)
 2 and EZEANI CHIDERA GODFREY p/k/a DERA (“Dera”) (collectively,
 3 “Plaintiffs”), by their attorneys, Manatt, Phelps & Phillips, LLP, allege the
 4 following in support of their claims and causes of action against BENITO
 5 ANTONIO MARTINEZ OCASIO p/k/a BAD BUNNY (“Bad Bunny”),
 6 ORCHARD ENTERPRISES NY, INC., ORCHARD ENTERPRISES LLC
 7 (collectively, with Orchard Enterprises NY, Inc., “The Orchard”), RIMAS
 8 ENTERTAINMENT LLC (“Rimas”), RSM PUBLISHING LLC (“RSM”),
 9 ROBERTO JOSE ROSADO TORRES, JR. p/k/a LA PACIENCA (“Torres”),
 10 CREATIVE PARK PUBLISHING (“Creative Park”), MARCO DANIEL
 11 BORRERO p/k/a MAG (“Borrero”), UNIVERSAL MUSIC CORP. (“UMC”),
 12 SONGS OF UNIVERSAL, INC. (“SOU” and, collectively with UMC, “UMPG”),
 13 SPOTIFY USA INC. (“Spotify”), WARNER-TAMERLANE PUBLISHING
 14 CORP. (“W-T”), APPLE INC. d/b/a APPLE MUSIC (“Apple”), and DOES 1-10,
 15 inclusive (all of the foregoing defendants, collectively, “Defendants”).

NATURE OF THE ACTION

17 1. It is not very often that a musical artist of Bad Bunny’s caliber and
 18 sophistication uses someone else’s music without permission, and then ignores the
 19 person’s efforts to resolve the problem. Such a response is especially surprising
 20 when the unauthorized use pervades the entirety of the musical artist’s work.
 21 Unfortunately, these are the circumstances here. Bad Bunny and several of the
 22 other defendants turned a blind eye to the concerns that Plaintiffs repeatedly raised
 23 with them about their unauthorized use and misappropriation of Plaintiffs’ musical
 24 works, leaving Plaintiffs with no choice but to file this lawsuit.

25 2. Dera, a songwriter previously signed to Empawa, wrote and recorded
 26 an instrumental work *Empty My Pocket (Instrumental)* (respectively, the “Original
 27 Composition” and “Original Recording”) in 2019. At different points in time
 28 between 2019 and early 2021, Dera and Joseph Akinwale Akinfenwa-Donus p/k/a

1 Joeboy, a songwriter and recording artist signed to Empawa, wrote and recorded
 2 lyrics that they added to the Original Composition and Original Recording to create
 3 a new composition (the “Second Composition”) and new recording (the “Second
 4 Recording”) entitled *Empty My Pocket* (all of the foregoing musical works,
 5 collectively, the “Plaintiffs’ Works”). As detailed further below, Plaintiffs are the
 6 registered claimants of the copyrights in the Plaintiffs’ Works.

7 3. On information belief, Lekan Adesina p/k/a Lakizo (“Lakizo”), a
 8 music producer and distributor in Nigeria furnished a copy of *Empty My Pocket* to
 9 Bad Bunny and/or Rimas. Lakizo, however, is not an author of *Empty My Pocket*
 10 (or any of the other Plaintiffs’ Works), and does not have – and never had – the
 11 right to prepare or authorize others to prepare derivative works based on *Empty My*
 12 *Pocket* (or any of the other Plaintiffs’ Works).

13 4. Without seeking or obtaining Plaintiffs’ consent, Bad Bunny, Torres,
 14 and Borrero sampled and otherwise incorporated *Empty My Pocket* – and, in doing
 15 so, all of the Plaintiffs’ Works – in the musical composition and sound recording
 16 *Enséñame a Bailar* (respectively, the “Infringing Composition” and “Infringing
 17 Recording”) on his chart-topping album *Un Verano Sin Ti* (the “Infringing
 18 Album”). Without seeking or obtaining Plaintiffs’ consent, Bad Bunny, Rimas, and
 19 The Orchard also prepared and released a music video embodying the Infringing
 20 Composition and Infringing Recording (the “Infringing Video”) that, upon
 21 information and belief, has garnered more than 60 million views to date on
 22 YouTube alone. In addition, without seeking or obtaining Plaintiffs’ consent, upon
 23 information and belief, Bad Bunny performed the Infringing Composition with
 24 Plaintiffs’ Works playing as his backing track during his first-ever stadium tour –
 25 marketed and promoted as the “World’s Hottest Tour” – in support of the Infringing
 26 Album, including in Los Angeles, California (the “2022 Tour”).

27 5. The use of Plaintiffs’ Works in the Infringing Recording, Infringing
 28 Composition, Infringing Album, and Infringing Video (collectively, the “Infringing

1 Works") is extensive and beyond question. Plaintiffs' Works comprise virtually the
2 entirety of the musical bed and a portion of the lyrics in the Infringing Recording
3 and Infringing Composition, and, as such, account for a significant portion of the
4 appeal of the Infringing Works.

5 6. Upon learning of the use of the Plaintiffs' Works in the Infringing
6 Works, Plaintiffs raised their concerns with representatives of Bad Bunny and the
7 principal companies responsible for the distribution and other exploitation of the
8 Infringing Works, including Rimas, RSM, The Orchard, and UMPG. Plaintiffs
9 made several overtures to these defendants seeking a resolution that would address
10 past unauthorized uses, and allow future uses, of Plaintiffs' Works in the Infringing
11 Works. Plaintiffs unconditionally complied with these defendants' requests to
12 substantiate Plaintiffs' ownership of the Plaintiffs' Works, including by giving their
13 representatives (i) an unredacted copy of the agreement Empawa entered into with
14 Lakizo granting him a limited right to distribute the Second Recording; and (ii)
15 sound files and other evidence conclusively demonstrating that Lakizo did not
16 author or co-author any of Plaintiffs' Works. Despite Plaintiffs' cooperation, these
17 defendants stonewalled Plaintiffs after receiving the requested information, making
18 clear that Plaintiffs' only option for obtaining redress for the violation of their
19 rights would be through the courts.

THE PARTIES

21 7. Empawa is a private limited company organized under the laws of the
22 United Kingdom, and has its principal place of business in England. Empawa does
23 business under its own name and under the name emPawa Africa Limited.

24 8. Dera is a songwriter, producer, and recording artist who resides in
25 Lagos, Nigeria.

26 9. Bad Bunny is an individual who, upon information and belief, owns a
27 home and resides in Los Angeles, California. Upon information and belief, and as
28 detailed further below, Bad Bunny has purposefully sought out and entered into

1 business relationships with various entities headquartered in the State of California,
 2 including, without limitation, UMC (which administers his rights in the Infringing
 3 Composition and other musical compositions) and non-parties Global Music
 4 Rights, LLC (“GMR”), United Talent Agency, LLC (“UTA”), and Live Nation
 5 Entertainment, Inc. (“Live Nation”), through which he has received at least tens of
 6 millions of dollars of income. In addition, upon information and belief, and as
 7 further detailed below, Bad Bunny purposefully chose to make the State of
 8 California the principal focus of the U.S. leg of the 2022 Tour, playing more shows
 9 and generating far more revenues there than in any other state. Moreover, upon
 10 information and belief, Rimas and Bad Bunny, on the one hand, and Apple, a
 11 California corporation, on the other hand, have closely collaborated with each
 12 other, including, without limitation, in connection with promoting and showcasing
 13 the Infringing Album and Bad Bunny. Noah Assad (“Assad”), the head of Rimas
 14 and Bad Bunny’s manager, highlighted the close working relationship between Bad
 15 Bunny and Apple in comments to *Music Business Worldwide* shortly after the
 16 Infringing Album’s release, noting that Apple will “always help [Bad Bunny]
 17 achieve what he has in mind and it’s always a cross collaboration with them. We’re
 18 very happy with the partnership and we hope to be [partners for] many years to
 19 come.”

20 10. Rimas is a limited liability company organized under the laws of the
 21 Commonwealth of Puerto Rico, the sole members of which, upon information and
 22 belief, are Bad Bunny, The Orchard, and Assad. Upon information and belief,
 23 Rimas (i) manages Bad Bunny; (ii) controls the rights, among others, to his
 24 recording and live performance services, and, through RSM, his songwriting
 25 services; and (iii) recommended, coordinated, and directed the procurement for its
 26 and Bad Bunny’s joint benefit one or more of the agreements concerning such
 27 services referenced in this Complaint. Additionally, Rimas purports to own the
 28 copyrights in and to all of the sound recordings embodied in the Infringing Album,

1 including the Infringing Recording, and the Infringing Video.

2 11. RSM is a limited liability company organized under the laws of the
 3 State of Florida, and has its principal place of business at 1111 Lincoln Road,
 4 Miami Beach, Florida 33139. Upon information and belief, RSM controls Bad
 5 Bunny's music publishing rights in the Infringing Composition and other musical
 6 compositions written or co-written by Bad Bunny, and, as detailed further below,
 7 has purposefully sought out and entered into business relationships with entities
 8 headquartered and individuals residing in the State of California, including, without
 9 limitation, UMC, which administers RSM's interests in the Infringing Composition
 10 and other musical compositions.

11 12. Orchard Enterprises NY, Inc. is a corporation organized under the laws
 12 of the State of New York, and has its principal place of business at 23 East 4th
 13 Street, No. 3, New York, New York 10003. Orchard Enterprises NY, Inc. is a
 14 leading music distributor that, upon information and belief, has purposefully sought
 15 out and entered into distribution agreements with numerous recording artists and
 16 companies in the State of California, and maintains an office with several
 17 employees in Los Angeles, California. Orchard Enterprises NY, Inc. distributes the
 18 Infringing Recording, Infringing Album, and Infringing Video, including pursuant
 19 to licensing agreements entered into with various California-based and other digital
 20 platforms.

21 13. Orchard Enterprises LLC is a limited liability company organized
 22 under the laws of the State of California, and has its principal place of business at
 23 18960 Ventura Blvd., #445, Tarzana, California 91356. Upon information and
 24 belief, Orchard Enterprises LLC is an agent of Orchard Enterprises NY, Inc.

25 14. Torres is an individual who, upon information and belief, resides in
 26 Los Angeles, California, and co-wrote the Infringing Composition with Bad Bunny
 27 and Borrero, and co-produced the Infringing Recording with Borrero. Upon
 28 information and belief, and as detailed further below, Torres has purposefully

1 sought out and entered into business relationships with entities headquartered in the
 2 State of California, including, without limitation, SOU, which controls Torres's
 3 interests in the Infringing Composition and other musical compositions.

4 15. Creative Park is an entity whose legal form is currently unknown to
 5 Plaintiffs, but, upon information and belief, is wholly owned and controlled by
 6 Torres, and is entitled to and has received royalties generated by exploitations of
 7 the Infringing Composition. Upon information and belief, and as detailed further
 8 below, Creative Park has purposefully sought out and entered into business
 9 relationships with entities headquartered in the State of California, including,
 10 without limitation, SOU, which controls Creative Park's interests in the Infringing
 11 Composition and other musical compositions.

12 16. Borrero is an individual who, upon information and belief, resides in
 13 Los Angeles, California, and co-wrote the Infringing Composition with Bad Bunny
 14 and Torres, and co-produced the Infringing Recording with Torres. Upon
 15 information and belief, and as detailed further below, Borrero has purposefully
 16 sought out and entered into business relationships with various entities
 17 headquartered in the State of California, including, without limitation, W-T, which
 18 controls Borrero's interests in the Infringing Composition and other musical
 19 compositions.

20 17. UMC is a corporation organized under the laws of the State of
 21 Delaware, and has its principal place of business at 2100 Colorado Avenue, Santa
 22 Monica, California 90404.

23 18. SOU is a corporation organized under the laws of the State of
 24 California, and has its principal place of business at 2100 Colorado Avenue, Santa
 25 Monica, California 90404.

26 19. Spotify is a corporation organized under the laws of the State of
 27 Delaware, and has its principal place of business at 4 World Trade Center, 150
 28 Greenwich Street, New York, New York 10007. Spotify is registered with the

1 Secretary of State of the State of California to conduct business in the jurisdiction,
 2 and maintains what it describes as a “major hub” with hundreds of employees at its
 3 150,000 square foot campus at 555 Mateo Street, Los Angeles, California 90013.

4 20. W-T is a corporation organized under the laws of the State of
 5 California, and has its principal place of business at 777 South Santa Fe Avenue,
 6 Los Angeles, California 90021.

7 21. Apple is a corporation organized under the laws of the State of
 8 California, and has its principal place of business at One Apple Park Way
 9 Cupertino, California 95014.

10 22. Plaintiffs do not know the names and/or role(s) in the wrongdoing at
 11 issue of the defendants identified as Does 1 through 10, and, therefore, sue them
 12 using such designations. Plaintiffs will seek to amend this Complaint to identify
 13 these defendants when Plaintiffs learn of their names and role(s) in the wrongdoing
 14 at issue.

15 23. Upon information and belief, at all times relevant to this Complaint,
 16 each of the Defendants acted as an agent for the other Defendants, acted within the
 17 scope of such agency, and actively participated in the conduct alleged herein and/or
 18 ratified such conduct knowing that it violated Plaintiffs’ legal rights.

JURISDICTION AND VENUE

19 24. The Court has subject matter jurisdiction pursuant to 28 U.S.C. §§
 20 1331 and 1338(a) because the claim alleged herein arises under the Copyright Act
 21 of 1976, 17 U.S.C. §§ 101 *et seq.*

22 25. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and/or
 23 1400 because at least one defendant resides or may be found in this District, and
 24 because a substantial part of the events or omissions giving rise to the claim
 25 occurred in this District.

26 26. Each defendant is subject to personal jurisdiction in the State of
 27 California because, as detailed herein, each defendant is domiciled in the State or

1 the claims herein relate to or arise out of activities that each of them purposefully
 2 directed toward or conducted in the State, and because the exercise of personal
 3 jurisdiction over each of them is just and reasonable.

4 **FACTUAL BACKGROUND**

5 **The Relationships Between and Among the Defendants and Third Parties**

6 27. Upon information and belief, The Orchard, entered into one or more
 7 agreements with Rimas and/or Bad Bunny, pursuant to which The Orchard obtained
 8 the worldwide rights, among other things, to distribute and otherwise commercially
 9 exploit, and authorize its affiliates and/or third parties to distribute and
 10 commercially exploit, the Infringing Recording, the Infringing Video, the
 11 Infringing Album (and other sound recordings and music videos by Bad Bunny), in
 12 exchange for collecting, accounting to, and paying Rimas and/or Bad Bunny
 13 royalties from all such activities. At no time did The Orchard, Rimas, or Bad
 14 Bunny seek or obtain Plaintiffs' consent to engage in any of those activities in
 15 connection with the Infringing Recording, the Infringing Video, or the Infringing
 16 Album. Upon information and belief, The Orchard distributed and otherwise
 17 commercially exploited, and authorized its affiliates and third parties around the
 18 world to distribute and/or commercially exploit, the Infringing Recording, the
 19 Infringing Video, and the Infringing Album, and accounted and paid royalties to
 20 Rimas and/or Bad Bunny, and retained distribution fees and other monies and
 21 authorized its affiliates and third parties around the world to retain fees and/or other
 22 monies, in connection with all such activities.

23 28. Upon information and belief, UMC entered into one or more
 24 agreements with RSM and/or Bad Bunny, pursuant to which UMC obtained the
 25 worldwide rights, among other things, to commercially exploit, and authorize its
 26 affiliates and/or third parties to commercially exploit, the Infringing Composition
 27 (and other musical composition written or co-written by Bad Bunny), in exchange
 28 for collecting, accounting to, and paying RSM and/or Bad Bunny royalties from all

1 such activities. At no time did UMC, RSM, or Bad Bunny seek or obtain Plaintiffs'
 2 consent to engage in any of those activities in connection with the Infringing
 3 Composition. Upon information and belief, UMC commercially exploited, and
 4 authorized its affiliates and third parties around the world to commercially exploit,
 5 the Infringing Composition, and accounted and paid royalties to RSM and/or Bad
 6 Bunny, and retained administration fees and other monies and authorized its
 7 affiliates and third parties around the world to retain fees and/or other monies, in
 8 connection with all such activities.

9 29. Upon information and belief, prior to the commercial release of the
 10 Infringing Works, RSM and/or Bad Bunny entered into an agreement with GMR, a
 11 preeminent performing rights organization headquartered in Los Angeles,
 12 California, pursuant to which GMR obtained the worldwide right to collect public
 13 performance royalties generated by commercial exploitations of the Infringing
 14 Composition and other musical compositions written or co-written by Bad Bunny,
 15 in exchange for accounting to, and paying RSM and/or Bad Bunny its and/or his
 16 share(s) of such royalties.

17 30. Upon information and belief, SOU entered into one or more
 18 agreements with Torres and/or Creative Park, pursuant to which SOU obtained the
 19 worldwide rights, among other things, to commercially exploit, and authorize its
 20 affiliates and/or third parties to commercially exploit, the Infringing Composition
 21 (and other musical composition written or co-written by Torres), in exchange for
 22 collecting, accounting to, and paying Torres and/or Creative Park royalties from all
 23 such activities. At no time did SOU, Torres, or Creative Park seek or obtain
 24 Plaintiffs' consent to engage in any of those activities in connection with the
 25 Infringing Composition. Upon information and belief, SOU commercially
 26 exploited, and authorized its affiliates and third parties around the world to
 27 commercially exploit, the Infringing Composition, and accounted and paid royalties
 28 to Torres and/or Creative Park, and retained administration fees and other monies

1 and authorized its affiliates and third parties around the world to retain fees and/or
 2 other monies, in connection with all such activities.

3 31. Upon information and belief, W-T entered into one or more
 4 agreements with Borrero, pursuant to which it obtained the worldwide rights,
 5 among other things, to commercially exploit, and authorize its affiliates and/or third
 6 parties to commercially exploit, the Infringing Composition (and other musical
 7 compositions written or co-written by Borrero), in exchange for collecting,
 8 accounting to, and paying Borrero royalties from all such activities. At no time did
 9 W-T or Borrero seek or obtain Plaintiffs' consent to engage in any of those
 10 activities with respect to the Infringing Composition. Upon information and belief,
 11 W-T commercially exploited, and authorized its affiliates and third parties around
 12 the world to exploit commercially, the Infringing Composition, and accounted and
 13 paid royalties to Borrero, and retained administration fees and/or other monies, and
 14 authorized its affiliates and third parties around the world to retain fees and/or other
 15 monies, in connection with all such activities.

16 32. Upon information and belief, The Orchard, directly or through its
 17 parent company, Sony Music Entertainment ("SME"), entered into separate license
 18 agreements with Spotify, Apple, and other digital service providers. Upon
 19 information and belief, such agreements authorized Spotify, Apple and other digital
 20 service providers to distribute worldwide on their respective platforms all sound
 21 recordings and music videos controlled by The Orchard, including, without
 22 limitation, the Infringing Recording, the Infringing Album, and the Infringing
 23 Video, in exchange for substantial fees and undertakings to provide periodic
 24 accountings to The Orchard or SME reflecting the number of streams, downloads,
 25 or other exploitations, if any, that such sound recordings and music video had on
 26 their respective platforms around the world during the time period covered by the
 27 periodic accountings. Upon information and belief, The Orchard relies on such
 28 accountings to calculate and pay royalties to Rimas and/or Bad Bunny, and to

1 calculate The Orchard's own fees and any other compensation, for all streams,
 2 downloads, and any other exploitations of the Infringing Recording, Infringing
 3 Album, and/or Infringing Video on Spotify and Apple's platforms and on other
 4 digital service providers' platforms around the world. At no time did The Orchard,
 5 SME, Spotify, Apple, or any other digital service providers seek or obtain
 6 Plaintiffs' consent to engage in any of the foregoing activities in connection with
 7 the Infringing Recording, the Infringing Album, or the Infringing Video.

8 33. Upon information and belief, UMPG and W-T (directly or through its
 9 parent company, Warner Chappell, Inc.) entered into separate license agreements
 10 with Spotify, Apple, and other digital service providers. Upon information and
 11 belief, such agreements authorized Spotify, Apple, and other digital service
 12 providers to distribute and otherwise commercially exploit worldwide on their
 13 respective platforms all musical compositions controlled in whole or in part by
 14 UMPG and W-T, including, without limitation, the Infringing Composition and
 15 other musical compositions embodied in the Infringing Album and Infringing
 16 Video, in exchange for substantial fees and undertakings to provide periodic
 17 accountings reflecting, and royalty payments based on, the number of streams,
 18 downloads, or other exploitations, if any, each such musical composition had on
 19 their respective platforms worldwide during the time period covered by the periodic
 20 accountings. Upon information and belief, UMPG and W-T use such periodic
 21 accountings to determine the amount of such royalty payments that they will retain
 22 for their own benefit, and the amount they will pay through to Bad Bunny and/or
 23 RMS, Torres, and Borrero, as applicable, for all streams, downloads, and any other
 24 exploitations of the Infringing Composition and other musical compositions
 25 embodied in the Infringing Album and/or the Infringing Video on Spotify and
 26 Apple's platforms and on other digital service providers' platforms around the
 27 world. At no time did UMPG, W-T, Spotify, Apple, or any other digital service
 28 providers seek or obtain Plaintiffs' consent to engage in any of the foregoing

1 activities in connection with the Infringing Composition.

2 34. Upon information and belief, sometime prior to 2022, Rimas and/or
 3 Bad Bunny sought out and entered into an agreement with non-party UTA, a talent
 4 agency headquartered in Beverly Hills, California, pursuant to which, among other
 5 things, UTA negotiated, among other things, the terms of concert appearances by
 6 Bad Bunny during the 2022 Tour.

7 35. Upon information and belief, Rimas controls the rights to Bad Bunny's
 8 recording and live performance services, among other rights, and, together with
 9 Bad Bunny, entered into an agreement with non-party Live Nation, a concert
 10 promoter and venue owner headquartered in Beverly Hills, California, pursuant to
 11 which, among other things, Live Nation undertook to promote the concerts
 12 comprising the 2022 Tour, including those in Oakland, Los Angeles, and San
 13 Diego, California at one or more of which he performed the Infringing Works.
 14 Upon information and belief, Rimas and Bad Bunny and/or their agents, together
 15 with Live Nation and UTA, selected the cities in which those concerts took place,
 16 and chose to have five concerts in California in three geographically distinct
 17 locations in order to maximize the number of fans who would be able to attend and
 18 the amount of revenues the concerts would generate there and overall for the 2022
 19 Tour. The California shows were a resounding success, generating approximately
 20 \$62 million in gross revenues, as detailed further below.

21 36. Upon information and belief, Bad Bunny played a total of 21 dates on
 22 the United States leg of the 2022 Tour. Upon information and belief, five of those
 23 dates were in California, the largest number of dates that Bad Bunny played in any
 24 single state during that leg.

The Extraordinary Success of the Infringing Album and the 2022 Tour

26 37. The Infringing Album and 2022 Tour were extraordinarily successful.

27 38. The Infringing Album debuted, and for approximately three months
 28 remained, at the top of the *Billboard* charts, going on to become Billboard's best-

1 performing album of 2022.

2 39. According to *Billboard*, the Infringing Album “had a blockbuster
 3 streaming debut, [bowing] with 261,000 SEA units – totaling 356.66 million on-
 4 demand official streams for its songs in its first week. That’s the largest streaming
 5 week ever for a Latin album, the biggest streaming week of 2022 for any album of
 6 any genre[.]”

7 40. At the end of 2022, Spotify reported that the Infringing Album “topped
 8 the world’s most-streamed album list”, significantly contributing to the more than
 9 18.5 billion streams that Bad Bunny generated on the platform in 2022, and his title
 10 as Spotify’s top artist of the year.

11 41. The Infringing Album was the most popular Latin album of all time on
 12 Apple Music at the time of its release, earning the record for first-day and first
 13 week streams worldwide. The Infringing Album went on to become the platform’s
 14 most streamed album of 2022, leading to Bad Bunny’s recognition as Apple
 15 Music’s Artist of the Year.

16 42. Upon information and belief, the worldwide distribution and
 17 commercial exploitation of the Infringing Album and other Infringing Works have
 18 generated tens of millions of dollars in revenues for the Defendants, a portion of
 19 which is attributable to the unauthorized use of Plaintiffs’ Works, and, as such,
 20 constitutes recoverable damages.

21 43. The Infringing Album received widespread critical praise, earning
 22 spots at or near the top of several “best album of the year” lists, including those
 23 published by *Time* (No. 1), *Rolling Stone* (No. 2), *Los Angeles Times* (No. 3), and
 24 *Pitchfork* (No. 5).

25 44. The Infringing Album garnered multiple awards, including the
 26 *Grammy* for Best Música Urbana Album; the *Billboard* Music Award for Best
 27 Latin Album; and the American Music Award for Favorite Latin Album. The
 28 Infringing Album also received a *Grammy* nomination for Album of the Year; an

MTV Video Music Award nomination for Album of the Year; and a Rolling Stone en Español Awards nomination for Album of the Year.

45. Pollstar, a leading music industry publication, named the 2022 Tour “2022’s Top Tour”, highlighting that “Bad Bunny set the record for a two-show concert gross by a solo headliner, making nearly \$31.5 million at SoFi Stadium in Inglewood, California, on Sept. 30 and Oct. 1[, 2022].” Pollstar also reported that “[w]ith an average of \$15.7 million for each show at the venue, Bad Bunny has the second- and third-highest gross ever for a single concert, according to box office sales figures reported during the Pollstar Era that goes back four decades.”

46. Upon information and belief, in addition to the \$31.5 million in gross revenues from the two SoFi Stadium shows, Bad Bunny generated nearly \$31 million in gross revenues from his concerts in Oakland and San Diego, California, giving him a total of approximately \$62 million from the five California shows he played during the 2022 Tour.

47. According to Pollstar, the 2022 Tour as a whole “grossed \$269,334,411 and sold an astounding 1,378,908 tickets across 31 shows from Aug. 5-Nov. 16[, 2022].” A portion of this gross is attributable to the unauthorized use of Plaintiffs’ Works, and, as such, constitutes recoverable damages.

FIRST CLAIM FOR RELIEF

**(Infringement of the Copyright in the Original Composition)
(On Behalf of All Plaintiffs Against All Defendants)**

48. Plaintiffs refer to and reallege each and every allegation in paragraphs 1 through 47 above as if fully set forth herein.

49. The Original Composition is an original work of authorship for which the U.S. Copyright Office issued Plaintiffs registration PA 2-425-446. Dera and Empawa, respectively, are the owner and exclusive licensee of all right, title and interest in and to the Original Composition, including, without limitation, the U.S. and worldwide copyrights therein.

50. Each of the Defendants has infringed the copyright in the Original Composition by engaging in one or more of the following activities, among others, without seeking or obtaining Plaintiffs' consent to do so: (i) preparing new works derived from the Original Composition by incorporating the Original Composition in the Infringing Works; (ii) reproducing and/or distributing the Original Composition in phonorecords embodying the Infringing Recording; and (iii) performing publicly the Original Composition.

51. Each of the foregoing activities violates Plaintiffs' exclusive rights in the Original Composition under the U.S. Copyright Act, 17 U.S.C. §§ 101 *et seq.*, entitling them to recover from Defendants the damages they have suffered and will suffer, and all profits, gains, and benefits, both direct and indirect, that Defendants have obtained as a result of their wrongdoing.

SECOND CLAIM FOR RELIEF

**(Infringement of the Copyright in the Original Recording)
(On Behalf of Empawa Against All Defendants)**

52. Plaintiffs refer to and reallege each and every allegation in paragraphs 1 through 47 above as if fully set forth herein.

53. The Original Recording is an original work of authorship for which the U.S. Copyright Office issued Empawa registration SR 976-586. Empawa owns all right, title and interest in and to the Original Recording, including, without limitation, the U.S. and worldwide copyrights therein.

54. Each of the Defendants has infringed the copyright in the Original Recording by engaging in one or more of the following activities, among others, without seeking or obtaining Empawa's consent to do so: (i) preparing new works derived from the Original Recording by sampling and otherwise incorporating the Original Recording in the Infringing Recording, Infringing Album, and Infringing Video; (ii) reproducing and/or distributing the Original Recording in phonorecords embodying the Infringing Recording; and (iii) publicly performing the Original

Recording by means of digital audio transmission.

55. Each of the foregoing activities violates Empawa's exclusive rights in the Original Recording under the U.S. Copyright Act, 17 U.S.C. §§ 101 *et seq.*, entitling Empawa to recover from Defendants the damages it has suffered and will suffer, and all profits, gains, and benefits, both direct and indirect, that Defendants have obtained as a result of their wrongdoing.

THIRD CLAIM FOR RELIEF

**(Infringement of the Copyright in the Second Composition)
(On Behalf of All Plaintiffs Against All Defendants)**

56. Plaintiffs refer to and reallege each and every allegation in paragraphs 1 through 47 above as if fully set forth herein.

57. The Second Composition is an original work of authorship for which the U.S. Copyright Office issued Plaintiffs registration PA 2-425-442. Plaintiffs co-own all right, title and interest in and to the Second Composition, including, without limitation, the U.S. and worldwide copyrights therein. Empawa also is the exclusive licensee of all such right, title, and interest owned by Dera.

58. Each of the Defendants has infringed the copyright in the Original Composition by engaging in one or more of the following activities, among others, without seeking or obtaining Plaintiffs' consent to do so: (i) preparing new works derived from the Second Composition by incorporating the Original Composition in the Infringing Works; (ii) reproducing and/or distributing the Second Composition in phonorecords embodying the Infringing Recording; and (iii) performing publicly the Second Composition.

59. Each of the foregoing activities violates Plaintiffs' exclusive rights in the Second Composition under the U.S. Copyright Act, 17 U.S.C. §§ 101 *et seq.*, entitling them to recover from Defendants the damages they have suffered and will suffer, and all profits, gains, and benefits, both direct and indirect, that Defendants have obtained as a result of their wrongdoing.

FOURTH CLAIM FOR RELIEF

**(Infringement of the Copyright in the Second Recording)
(On Behalf of Empawa Against All Defendants)**

1 60. Plaintiffs refer to and reallege each and every allegation in paragraphs
2 through 47 above as if fully set forth herein.

3 61. The Second Recording is an original work of authorship for which the
4 U.S. Copyright Office issued Empawa registration SR 973-867. Empawa owns all
5 right, title and interest in and to the Second Recording, including, without
6 limitation, the U.S. and worldwide copyrights therein.

7 62. Each of the Defendants has infringed the copyright in the Second
8 Recording by engaging in one or more of the following activities, among others,
9 without seeking or obtaining Empawa's consent to do so: (i) preparing new works
10 derived from the Second Recording by sampling and otherwise incorporating the
11 Second Recording in the Infringing Recording, Infringing Album, and Infringing
12 Video; (ii) reproducing and/or distributing the Second Recording in phonorecords
13 embodying the Infringing Recording; and (iii) publicly performing the Second
14 Recording by means of digital audio transmission.

15 63. Each of the foregoing activities violates Empawa's exclusive rights in
16 the Second Recording under the U.S. Copyright Act, 17 U.S.C. §§ 101 *et seq.*,
17 entitling Empawa to recover from Defendants the damages it has suffered and will
18 suffer, and all profits, gains, and benefits, both direct and indirect, that Defendants
19 have obtained as a result of their wrongdoing.

PRAAYER

20 **WHEREFORE**, Plaintiffs pray for judgment as follows:

21 1. On the First Claim for Relief for infringement of the copyright in the
22 Original Composition, that each of the Defendants be required (a) to pay Plaintiffs
23 the damages they have suffered as a result of such infringement, including, without
24 limitation, any diminishment in the value of the Original Composition and the fair
25

1 market licensing fees to which they are entitled for the use of the Original
 2 Composition in the Infringing Works; and (b) to credit Plaintiffs for their
 3 contributions to the Infringing Works, and account and pay them for all past and
 4 future profits, gains, and benefits, both direct and indirect, that Defendants have
 5 obtained and will obtain as a result of their wrongdoing, which publicly-available
 6 information suggests is no less than \$25 million.

7 2. On the Second Claim for Relief for infringement of the copyright in
 8 the Original Recording, that each of the Defendants be required (a) to pay Empawa
 9 the damages it has suffered as a result of such infringement, including, without
 10 limitation, any diminishment in the value of the Original Recording and the fair
 11 market licensing fees to which it is entitled for the use of the Original Recording in
 12 the Infringing Works; and (b) to credit Plaintiffs for their contributions to the
 13 Infringing Works, and account and pay Empawa for all past and future profits,
 14 gains, and benefits, both direct and indirect, that Defendants have obtained and will
 15 obtain as a result of their wrongdoing, which publicly-available information
 16 suggests is no less than \$25 million.

17 3. On the Third Claim for Relief for infringement of the copyright in the
 18 Second Composition, that each of the Defendants be required (a) to pay Plaintiffs
 19 the damages they have suffered as a result of such infringement, including, without
 20 limitation, any diminishment in the value of the Second Composition and the fair
 21 market licensing fees to which they are entitled for the use of the Second
 22 Composition in the Infringing Works; and (b) to credit Plaintiffs for their
 23 contributions to the Infringing Works, and account and pay them for all past and
 24 future profits, gains, and benefits, both direct and indirect, that Defendants have
 25 obtained and will obtain as a result of their wrongdoing, which publicly-available
 26 information suggests is no less than \$25 million.

27 4. On the Fourth Claim for Relief for infringement of the copyright in the
 28 Second Recording, that each of the Defendants be required (a) to pay Empawa the

1 damages it has suffered as a result of such infringement, including, without
 2 limitation, any diminishment in the value of the Second Recording and the fair
 3 market licensing fees to which it is entitled for the use of the Second Recording in
 4 the Infringing Works; and (b) to credit Plaintiffs for their contributions to the
 5 Infringing Works, and account and pay Empawa for all past and future profits,
 6 gains, and benefits, both direct and indirect, that Defendants have obtained and will
 7 obtain as a result of their wrongdoing, which publicly-available information
 8 suggests is no less than \$25 million.

- 9 5. For pre-judgment and post-judgment interest on all sums awarded;
 10 6. For Plaintiffs' cost of suit and attorney's fees; and
 11 7. For such other and further relief as the Court deems just and proper.

12 Dated: May 2, 2025 MANATT, PHELPS & PHILLIPS, LLP

14 By: /s/ Robert A. Jacobs
 15 Robert A. Jacobs
 16 Sarah E. Moses
 17 Andrea D. Gonzalez

18 *Attorney for Plaintiffs*
 19 EMPAWA AFRICA MUSIC SERVICES
 20 LIMITED and EZEANI CHIDERA GODFREY
 21 p/k/a DERA

22 **[REST OF PAGE INTENTIONALLY LEFT BLANK]**

DEMAND FOR JURY TRIAL

Plaintiffs EMPAWA AFRICA MUSIC SERVICES LIMITED and EZEANI CHIDERA GODFREY p/k/a DERA respectfully demand a trial by jury.

Dated: May 2, 2025 MANATT, PHELPS & PHILLIPS, LLP

By: /s/ Robert A. Jacobs

.75/ Robert A. Jacobs

Robert A. Jacob
Sarah E. Moses

Sarah E. Moses
Andrea D. Gonzalez

Attorney for Plaintiffs

EMPAWA AFRICA MUSIC SERVICES

LIMITED and EZEANI CHIDERA GODFREY

p/k/a DERA